

## SITE LEASE

THIS SITE LEASE ( "Lease") is made this \_\_\_\_day of \_\_\_\_, 2013 ("Effective Date"), by and between Team San Jose, a California corporation ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

## RECITALS

A. The City of San José, a municipal corporation of the State of California ("City"), owns the San José Convention Center (the "SJCC").

B. TSJ has entered into an agreement with the City entitled "Agreement for the Management of the San José Convention Center & Cultural Facilities" which expires on June 30, 2014 (the "Management Agreement").

C. Under the terms of the Management Agreement, TSJ is granted, among other things, the authority, as an independent contractor, to operate and manage the SJCC, independently of the City, although in compliance with the terms and conditions of the Management Agreement.

D. Tenant is in the business of providing cellular services to customers of Tenant through a series of cell sites.

E. Landlord and Tenant desire to enter into an agreement pursuant to which Tenant will install cell site equipment and antennae in order to provide cellular telephone service to Tenant's customers and to enhance cellular telephone reception of Tenant's customers at the SJCC.

NOW, THEREFORE, in consideration of the covenants, terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TSJ and Nederlander hereby agree as follows:

## AGREEMENT

### 1. Grant of Lease.

(a) Landlord and Tenant are currently parties to a Site Lease Agreement dated 1996 ("Expired Lease"), pursuant to which Tenant was granted the right to the use of and access to Mechanical Room UL223 ("Current Space") located in the SJCC. The SJCC is located at 150 W. San Carlos Street, San José, California (the "Property"). Tenant has continued to use and access the Current Space under the terms of the Expired Lease as a holdover tenant. The parties wish to upgrade the current delivery of cellular services at the SJCC as more particularly described in Exhibit A attached hereto.

(b) The parties acknowledge and agree that the Expired Lease is terminated and that, as of the Effective Date, Tenant's use of and access to the Current Space shall be governed by the terms of this Lease. Subject to the terms and conditions of this Lease, Landlord

hereby leases to Tenant the non-exclusive use of that portion of the SJCC sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and right of access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the “Premises”). The Premises initially comprises both Mechanical Room UL223 and UL228 (each of which consist of approximately 200 square feet of mechanical room space) plus such portion of the SJCC necessary for placement of the Antenna Facilities as described above.

(c) Notwithstanding the foregoing, Landlord and Tenant agree and acknowledge that the Premises as it currently exists in Mechanical Room UL223 shall be moved to a new location in Mechanical Room UL228. The Current Space and the new location of the Premises are both depicted on Exhibit C attached hereto. At such time as the new location in Mechanical Room UL228 is ready for Tenant’s intended use: (i) Tenant shall move all of the necessary Equipment (as defined herein) to the new location within six (6) months; (ii) at such time as Tenant has completed its move, the Current Space shall be released from this Lease; and (iii) this Lease shall continue in full force and effect as to the new location only, which shall thereafter be known as the “Premises” herein.

2. Term. Subject to the provisions of Section 10, the initial term of this Lease shall be five (5) years commencing on the Effective Date (the “Commencement Date”), and terminating at midnight on the day immediately preceding the fifth anniversary of the Commencement Date (the “Initial Term”).

3. Permitted Use. Except as noted otherwise, the Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal, and/or replacement of related facilities, antennas, equipment shelters, and/or cabinets and related activities.

Except as otherwise noted, the Tenant may install PCS/Cellular/LTE communications equipment (the “Equipment”), wiring (“Cabling”), and antennas (“Antennas”) as needed to operate within and use all of Tenant’s FCC Licensed Frequencies listed in Exhibit D in the SJCC which is (a) owned by the City, and (b) operated by (i) Landlord and (ii) the Landlord’s current communications services provider (“CSP”) which, as of the date of this Lease, is StreamLine Communications Corp. (hereinafter “StreamLine”). The purpose of the installation is to facilitate the transmission of Tenant’s PCS/Cellular/LTE wireless telecommunications signals generally within the SJCC to enable the use of PCS/Cellular/LTE phone devices by Tenant’s customers generally within the internal structure of the SJCC.

The Equipment, Cabling and Antennas to be installed and provisioned by Tenant as a part of this Lease, will be used solely for the purpose of delivering Tenant’s PCS/Cellular/LTE phone services to Tenant’s customers who transit the SJCC facility utilizing Tenant’s licensed PCS/Cellular/LTE spectrum (as specifically declared by Tenant within the Exhibit D (Equipment, Services & PCS/Cellular/LTE Services Licensed Spectrum Declaration)). Tenant may not use its Equipment, Antennas or telco services to offer its customers services that are not declared and specified within Exhibit D. During the Initial Term and any Renewal Term of this Lease (the “Term”), Tenant agrees to submit to Landlord, in writing, any proposed additions to the services listed within Exhibit D. If the proposed additions are accepted by

Landlord in its sole discretion, Tenant will be notified in writing by Landlord that Exhibit D has been updated accordingly. Notwithstanding anything herein to the contrary, all proposed service additions that exclusively utilize Tenant's FCC licensed spectrum will be accepted. Failure by Tenant to declare and secure acceptance from Landlord for services not included in Exhibit D but provided by Tenant shall constitute a material breach of this Lease. Any other wireless services Tenant may want to offer its customers via FCC unlicensed spectrum, including, but not limited to, WiFi, WiMAX or other services are beyond the scope and terms of this Agreement.

Landlord and Tenant agree and acknowledge that each Ethernet Circuit (as defined in Section 4) used by Tenant shall be constructed to have a one gigabit per second (1 Gb) capacity, but that Tenant shall only use two hundred megabit per second (200 Mb) of that capacity.

4. Rent. As summarized in Exhibit E (Recurring & Non-Recurring Fee Schedule), Tenant shall pay Landlord, as Rent, a minimum "recurring" fee of Three Thousand Six Hundred Dollars (\$3,600.00) per month ("Rent"). Tenant and Landlord agree that Rent is calculated at One Thousand Two Hundred Dollars (\$1,200.00) per month for each Ethernet circuit which is terminated at Landlord's Primary or Secondary Minimum Point of Entry (MPOE) and extended to Tenant's equipment cabinets and used by Tenant to facilitate or enable telecommunication services within the SJCC (each an "Ethernet Circuit"). The Rent will be Three Thousand Six Hundred Dollars (\$3,600.00) per month, regardless of whether the number of Ethernet Circuits is below three; provided, however, if the number of Ethernet Circuits is greater than three, Tenant shall pay an additional One Thousand Two Hundred Dollars (\$1,200.00) per month for each such additional Ethernet Circuit. Tenant shall also pay Landlord the "Non-Recurring" fees for Ethernet Circuits that are added pursuant to the schedule of Non-Recurring Fees set forth in Exhibit E. The monthly Rent shall be subject to an annual increase of three percent (3%), such increase to take effect on each anniversary date of the Commencement Date. Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter Rent will be payable monthly in advance on the first day of each month for the following months to Team San Jose at Landlord's address specified in Section 16 below. If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be refunded to Tenant.

5. Renewal. Subject to any prior termination of this Lease, if Landlord enters into a new management agreement with the City wherein Landlord is engaged to manage the SJCC from and after July 1, 2014, and beyond the fifth anniversary of the Commencement Date hereof ("New Management Agreement"), and so long as Tenant is not in default under any provision of this Lease, Tenant will have one option to extend the term of this Lease ("Renewal Option") for one additional period of five (5) years commencing on the fifth anniversary of the Commencement Date and terminating at midnight on the day immediately preceding the tenth anniversary of the Commencement Date ("Renewal Term"). Tenant may elect to exercise the Renewal Option only by providing Landlord with written notice of such election not less than one hundred eighty (180) days prior to the last day of the Initial Term.

6. Holdover. If Tenant remains in possession of the Premises at the expiration of the Initial Term (or any Renewal Term) of this Lease without a written agreement, such tenancy

shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease (“Holdover Tenancy”); provided, however, such Holdover Tenancy shall not be deemed an extension of this Lease, and provided further that Rent during such holdover period shall be increased as follows:

(a) During the period commencing on the first day of the month-to-month tenancy, and for a period of six (6) months thereafter, Rent shall be equal to 110% of the amount in effect immediately prior to the expiration of the Term;

(b) During the period commencing on the first day of the six month anniversary of the month-to-month tenancy, and for a period of six (6) months thereafter, Rent shall be equal to 120% of the amount in effect immediately prior to the expiration of the Term; and

(c) Commencing on the first anniversary of the Holdover Tenancy and continuing from month-to-month thereafter, Rent shall be equal to 135% of the amount in effect immediately prior to the expiration of the Term.

7. Late Payment. If Tenant fails to pay Landlord when due any installment of Rent to be paid hereunder within 10 days of the due date, Tenant will pay on demand a late charge of 5% thereof.

8. Interference.

(a) General Interference: Tenant shall not use the Premises in any way which interferes with the use of the SJCC by Landlord, or the lessees or licensees of Landlord, with respect to equipment installed prior in time to Tenant’s installation, provided such equipment is properly installed and lawfully operated. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the SJCC in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

(b) Interference with Communications: Tenant’s Equipment shall not disturb the communications configurations, equipment and frequency which exist in the SJCC (as defined in Exhibit D) on the Commencement Date (“Pre-existing Communications”), and Tenant’s Equipment shall comply with all non-interference rules of the Federal Communications Commission. Landlord shall not permit the use of any portion of the SJCC by any other Tenant PCS/Cellular/LTE phone service carriers in a way which interferes with the use of the Premises by the Tenant as permitted hereunder. Pre-existing Communications operating in the same manner as on the Commencement Date shall not be deemed interference. Subsequent to the date of this Agreement, if Tenant notifies Landlord that another tenant PCS/Cellular/LTE phone service carrier operating its communications equipment within the SJCC is in fact interfering

with Tenant's operations or Equipment in the SJCC, and such other tenant is not using Pre-existing Communications, Landlord agrees to promptly make commercially reasonable efforts to cause such other service carrier to cease such interference with Tenant's operations or Equipment.

9. Improvements; Utilities; Access. (a) Tenant is hereby granted non-exclusive access to and use of a room within the SJCC hereinafter referred to as the Micro Cell Site mechanical room (UL223) and future space in mechanical room UL228 for placement by Tenant of a cabinet (the "Cabinet") which will hold the Equipment necessary for Tenant to provide its services (as declared in Exhibit D). As the Micro Cell Site room is shared by other PCS/Cellular/LTE service providers, Tenant's Cabinet will share the available space. All space use must be authorized by Landlord in advance of use. Unless agreed to otherwise, electrical circuits will be standard (not generator back up), and the Landlord will not provide climate control (HVAC) within UL223 and UL228 when Tenant moves equipment to UL228. Tenant shall have the right, at its expense, to erect and maintain within the Premises improvements, personal property, and facilities necessary to operate its communications system, including, radio transmitting and receiving antennas, equipment shelters, and/or cabinets and related cables and utility lines, and a location based system, including, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively the preceding equipment will define the "Antenna Facilities"). Tenant will provide the Landlord and the CSP with written descriptions and specifications for all Equipment and Antennas prior to installation, along with location specific CAD drawings for all requested installations. Landlord and the CSP must approve Tenant's designs prior to construction. Unless otherwise agreed, all inside cabling will be installed by the CSP and/or its cabling contractor. Tenant may supply the required cabling for the installation or it can be ordered by the CSP to Tenant's specifications. Tenant is responsible for labor and material expenses as quoted by Landlord, the CSP, and/or Landlord and the CSP's official contractors. All installation work must be performed by licensed contractors and/or by qualified personnel in full compliance with all City permit and FCC requirements, and must be completed in a first class manner so as to minimize damage to the SJCC and exposure of wiring and other equipment within the public areas of the SJCC.

(b) As specified in writing and via drawings, if accepted by the Landlord, and in conformance with access limitations as described in Section 9(c) and Section 9(h), Tenant shall have the right to alter, replace, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. To the extent Tenant alters, enhances or upgrades the Antenna Facilities or other equipment, Tenant shall provide written notice to Landlord thereof. Tenant shall cause all construction in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. Tenant shall submit plans and drawing for all equipment and antennas that will be visible in all public areas and in areas leased by other tenants or users of the SJCC ("Clients"). All equipment and antennas must be aesthetically unobtrusive and consistent with the existing décor of the SJCC. As is required to maintain the safety and appearance of the SJCC, Landlord and the CSP may require that the Tenant remove, move and modify its Equipment and Antennas. Antennas installed by Tenant and/or its contractors shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease; provided, however, Tenant shall, at Tenant's sole cost and expense, repair any damage to the SJCC arising from the installation and/or removal of the

Antenna Facilities. All Equipment owned and installed by Tenant or its contractors, shall remain the property of Tenant throughout the contract period and thereafter if removed promptly from the Facility at the expiration or termination of the Lease. All cabling and conduit installed by Tenant or its contractors at the SJCC under this Lease shall become the property of the City once installed. At the discretion of the City, the Landlord or the CSP, Tenant may be instructed to either leave cabling and conduit specific to this Lease in place when no longer utilized by Tenant and at the expiration or termination of the Lease, or remove it or have it removed at Tenant's sole expense. All other materials installed by Tenant and/or its contractors remain the responsibility of the Tenant and must be removed at no cost to the City, the Landlord or the CSP at the expiration or termination of the Lease agreement. Tenant shall be permitted to install additional antenna and use the antenna cabling installed by Tenant during the Term of this Lease without additional charge. In the event this Lease is terminated and Tenant fails to disconnect from any Ethernet Circuits in use by Tenant, Tenant agrees and acknowledges that Landlord may order such disconnection per the Telecommunications Service Letter of Agency set forth in Exhibit H, which Tenant shall execute and deliver to Landlord concurrently with the execution and delivery of this Agreement.

(c) Tenant, at its sole cost and expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence. However, in no instance may Tenant interfere with the access of the Landlord, the CSP, or any other Clients within the facility to the general space and utilities of the SJCC, including Room UL223 and UL228. Tenant must leave a key for Landlord to any room for Emergency Access.

(d) Tenant shall, except in the event of an emergency threatening material damage to person or property, provide Landlord with reasonable advance notice of any planned maintenance, alteration, removal, repair, or other activity on or about the SJCC, and agrees to cooperate with Landlord's reasonable policies and procedures regarding access to the SJCC, including, without limitation, any request that Tenant's agents be accompanied by Landlord personnel during any such access to the SJCC.

(e) Tenant shall, at Tenant's sole cost and expense, keep and maintain the Antenna Facilities now or hereafter located on the SJCC in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted. All persons entering the SJCC to access the Premises must have photo identification and proof of Tenant representation and authorization to enter by showing, but not limited to, a Letter of Authorization from Tenant with the name and contact information of a Tenant employee.

(f) Beginning on the first day of the first month following the Commencement Date, and continuing on the first day of each month thereafter during the Term, Tenant shall pay to Landlord the sum of \$500 per month representing the estimated monthly electricity cost associated with Tenant's use of Landlord's existing facilities (the "Utility Payment"). Tenant must install, at Tenant's sole cost and expense, a sub-meter that the Landlord shall use to read, record, and determine Tenant's actual usage data on a monthly basis (prorated for any partial month during the Term), and Landlord agrees that it will not include a

mark-up or other administrative fee on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant, and to send such forms to such addresses and/or agent as designated by Tenant. Landlord shall provide to Tenant a reconciliation statement which shall state the actual amount of electricity used by Tenant during the Reconciliation Period (the “Reconciliation Statement”). For purposes of this section, the phrase “Reconciliation Period” shall be a twelve month period beginning on the Commencement Date and ending on each anniversary of the Commencement Date during the Term. Within thirty (30) days after receipt of the Reconciliation Statement, Tenant shall pay to Landlord any remaining amount due, and if Tenant has overpaid, then any such overpayment shall be credited to Tenant’s utility payments to Landlord during the next Reconciliation Period. After the first Reconciliation Period, and for every subsequent Reconciliation Period, Landlord and Tenant shall adjust the monthly Utility Payment to more accurately reflect the electricity being used by Tenant. Notwithstanding the foregoing, Tenant shall have the right to install separately-metered utilities, at Tenant’s expense, and to improve the present utilities on the SJCC (including the installation of emergency power generators), subject to compliance with all applicable permitting and environmental requirements. Landlord agrees to use commercially reasonable efforts in assisting Tenant to acquire necessary utility service. In the event variation, interruption, or failure of the electrical services to the Tenant’s equipment (collectively “Power Interruption”), Landlord shall use commercially reasonable efforts to work with the power utility to address any such Power Interruption as expeditiously as possible; provided, however, Landlord shall have no liability for any such Power Interruption.

(g) Unless agreed to otherwise, all Wide Area Network (WAN) transmissions for Tenant systems will be facilitated by existing AT&T telecommunications local loop circuits Metropolitan Fiber Circuits. All AT&T circuit orders should be requested to be terminated by AT&T service technicians at the primary or secondary MPOEs of the facility using Telco ordering address 150 West San Carlos Street, San José, CA 95110, with the preferred termination location being the secondary MPOE located within the Micro Cell Site room (UL 223 and later, UL228 after equipment has been moved). If required, the CSB will provide inside wiring for extended demarc circuit cabling as a part of overall services provided to Tenant. Tenant will be the customer of record with AT&T for the local loop portion of T-1 (1.5MBPS) lines and metropolitan fiber circuits to be installed, maintained, and operated at Tenant’s sole expense. Tenant is required to provide Landlord a completed telecommunications services order form, “Private Leased Line Communications Services Utilization Order Form” (Exhibit G) for all T-1 (1.5MBPS) circuits ordered from AT&T for termination within SJCC. All Orders Forms must be received by Landlord and fees paid to Landlord in full per the terms in Exhibit E, Section (a), no less than 30 days prior to the Telco installation commit date. Tenant is further required to provide Landlord and the CSP, on Tenant’s letterhead, a Letter of Agency (LoA) letter for each T-1 (1.5MBPS) circuits and metropolitan fiber circuit ordered per instructions and AT&T letter Template in Exhibit H. Tenant must provided AT&T format LoA letter which authorizes the CSP to issue a disconnect order to AT&T as Tenant’s agent at the expiration or termination of the Lease agreement should Tenant fail to do so within the prescribed timeline. If the order forms, payment, and LoA letter are not received and accepted by Landlord and the CSP prior to AT&T’s installation commitment/attempt date, the AT&T field tech will not be provided access to the target MPOE. If appropriately noted within the LoA, Landlord will cause the CSP to provide access to Tenant’s circuits for maintenance and troubleshooting.

(h) Except as noted otherwise within this Lease, Landlord agrees that Tenant shall have reasonable access to the Premises, Monday through Friday 8:00 A.M. to 5:00 P.M. and at other times by mutual consent. In the case of emergencies, Tenant shall have 24-hours-a-day, 7-days-a-week, access to the Premises. In the event Tenant requires access to the Premises outside of Landlord's normal business hours, Tenant will be responsible for any reasonable costs incurred by Landlord in providing such access to the Premises. Tenant will identify in writing to Landlord and the CSP all of Tenant's principal and alternate site management contacts (Exhibit F) for all installation, support, maintenance and other work to be performed by Tenant personnel and/or Tenant's official contractors at SJCC. Landlord and the CSP have identified primary and alternate site management contacts in Exhibit F. All non-emergency work by Tenant or its contractors must be scheduled. Landlord will provide Tenant and its contractors with scheduled access to SJCC during normal business hours to install, operate, and maintain the Equipment and Antennas. Tenant personnel or appointed contractors must have picture identification and must also provide the CSP in advance of all non-emergency maintenance or construction a brief statement of work for all projects. As SJCC is a facility that hosts trade shows and conferences that may not be open to the public, Tenant agrees to work with the Landlord and the CSP to schedule standard upgrades and maintenance during times not likely to coincide and/or interfere with SJCC client events or service needs. Work by Tenant and its contractors that may result in even a brief service interruption should not be performed during event hours. Except as specifically prohibited by Clients which have contracted space(s) that also contains Tenant Equipment and Antennas, Tenant's technicians and authorized contractors will be provided full access to Tenant Equipment or Antennas in the event that emergency repairs are required. Emergency repairs are defined as work that must be conducted to restore a previously functioning service. Access to all locations within SJCC requires escort by Landlord and/or CSP personnel without exception. Tenant understands and acknowledges that its use of the Micro Cell Site room for placement of the Equipment will be non-exclusive, that personnel from the Landlord, the SCP and/or their contractors and other PCS/Cellular/LTE providers will have access to the Micro Cell Site room (UL223), and that Tenant is solely responsible for securing its equipment.

10. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability, upon the first to occur of any of the following:

(a) Upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) Immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit, or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) Upon sixty (60) days' written notice by Tenant if the SJCC or the Antenna Facilities are, or become, unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong as detailed on the date of this Lease;

(d) Immediately upon written notice by Tenant if the Premises or the Antenna



Facilities are destroyed or damaged so as, in Tenant's reasonable judgment, to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(e) At the time title to the SJCC transfers to a condemning authority pursuant to a taking of all or a portion of the SJCC sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the SJCC to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation;

(f) Immediately upon written notice by Landlord to Tenant if Landlord determines that Tenant's Equipment and Antennas are utilizing spectrum or being utilized in any way to provide services not specifically included or described within Exhibit D of this Lease; provided, however, that Tenant shall have a reasonable amount of time after written notice from Landlord to cure such a default;

(g) Subject to compliance with Section 12, immediately upon written notice by Tenant to Landlord; or

(h) Immediately upon written notice by Landlord to Tenant pursuant to the provisions of Section 13.

11. Default and Right to Cure. Notwithstanding anything contained herein to the contrary, and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice in the manner provided in Section 16 hereof, to take effect immediately upon expiration of the cure period, if the other party fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

12. Bond Financing Limitation. If and when bond counsel to City ("Bond Counsel"), determines that, in order to issue an opinion that this Lease, in and of itself, does not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligations issued by City (a "No Adverse Effect Opinion"), this Lease must be modified, amended, or supplemented, then this Lease shall be so modified, amended, or supplemented in a manner required by Bond Counsel (collectively the "Required Amendments") so that Bond Counsel is able to issue a No Adverse Effect Opinion, and Tenant hereby agrees to all such Required Amendments. The Required Amendments will take effect immediately upon written notice to Tenant, and Tenant shall sign such documents as required by Bond Counsel to memorialize the Required Amendments. In the event that the Required Amendments materially increase Tenant's obligations hereunder, or materially decrease Tenant's rights or economic benefits hereunder ("Adverse Impact"), then Tenant and Landlord will cooperate with each other in good faith for a period of 30 days in an effort to further modify, amend, or supplement the Lease ("Further Amendments") in order to preserve the economic benefits of both parties

hereunder in a manner that (i) is satisfactory to both Tenant and Landlord, and (ii) enables Bond Counsel to issue a No Adverse Effect Opinion. To the extent that the Required Amendments result in an Adverse Impact and the parties do not agree to Further Amendments within such 30-day period, Tenant shall either (A) continue the Lease pursuant to the terms hereof as modified, amended and/or supplemented by the Required Amendments, or (B) terminate this Lease immediately upon written notice to Landlord and retroactive to the date that Tenant first receives notice of the Required Amendments.

13. Bond Counsel Termination. Notwithstanding the provisions of Section 12, in the event that Bond Counsel reasonably determines that there is no modification, amendment or supplement to this Lease that would enable Bond Counsel to issue a No Adverse Effect Opinion, then Tenant and Landlord will cooperate with each other in good faith for a period of 10 days in an effort to modify, amend or supplement this Agreement in a manner that would both (i) preserve the benefits and obligations of this Agreement to the parties, and (ii) enable Bond Counsel to issue a No Adverse Effect Opinion; provided, however, if Landlord and Tenant are unable to agree to terms within such 10-day period that satisfy both (i) and (ii) of this paragraph, then Landlord shall terminate this Lease retroactive to the date that Landlord first received written notice from Bond Counsel.

14. Taxes. Tenant shall pay any personal property tax, real property tax, and any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, (a) for so long as this Lease has not expired of its own terms or is not terminated by either party, or (b) until the Tenant's personal property is removed from the SJCC, which ever first occurs. Landlord hereby grants to Tenant the right to challenge, at Tenant's sole cost and expense, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 14.

15. Insurance and Subrogation and Indemnification.

(a) Tenant shall obtain and maintain throughout the Term of this Lease, at Tenant's sole cost and expense, Commercial General Liability Insurance in the amounts and meeting the requirements set forth in Exhibit I attached hereto. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain so long as such master policy meets the minimum requirements set forth herein.

(b) Tenant agrees to indemnify, defend, and hold Team San Jose and City harmless from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct of Tenant or its employees, agents, or contractors, (i) in connection with the installation, maintenance, operation and/or removal of the Equipment, Cabling and/or Antennas on the Property, or (ii) while present on the Property, or (b) a breach of any obligation of Tenant

under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to Team San Jose or City or anyone claiming through them. The Tenant's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnify, and (ii) City and Team San Jose granting Tenant the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises. Tenant will require that all subcontractors maintain insurance required by Landlord. In order for Landlord to evaluate compliance with the foregoing, all subcontractors shall give to Landlord a copy of their respective certificates of insurance.

16. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next -business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

New Cingular Wireless PCS, LLC  
Attn: Network Administration  
Re: San Jose Convention Center  
Fixed Asset Number: 10095710  
12555 Cingular Way, Suite 1300  
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: San Jose Convention Center  
Fixed Asset Number: 10095710  
15 E. Midland Avenue  
Paramus, NJ 07652

If to Landlord, to:

Team San Jose  
408 Almaden Boulevard  
San Jose, CA 95110  
Attn: President

With a copy to:

Hopkins & Carley, A Law Corporation  
70 South First Street  
San Jose, CA 95113-2406  
Attn: Lloyd A. Schmidt

17. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease in the ordinary course of business pursuant to that certain Agreement for the Management of the San Jose Convention Center and Cultural Facilities dated as of July 1, 2009, and (ii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, deeds of trust, lease, or other agreement binding on Landlord or the City. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period. Notwithstanding the foregoing, in the event that the Lease is terminated pursuant to the provisions of Section 10, Landlord shall have the right to interrupt and discontinue utility services to Tenant's equipment located in the SJCC.

18. Assignment and Subleasing. Except as set forth in this Section 18, Tenant may not assign this Lease or sublease all or any portion of the Premises. Tenant may, upon written notice to Landlord, assign or transfer (by sublease or otherwise) its rights arising under this Lease to any corporation, partnership or other entity which (i) is controlled by, controlling, or under common control with Tenant, (ii) shall merge or consolidate with or into Tenant, (iii) shall succeed to all or substantially all the assets, property and business of Tenant, or (iv) any affiliate or subsidiary or other party as may be required in connection with any merger (collectively "Assignee"). Any such Assignee shall have a net worth of at least One Hundred Million Dollars (\$100,000,000) and, prior to making any such assignment, Tenant shall make a good faith determination that the Assignee otherwise has the capability to operate the Distributed Antenna System ("DAS") in accordance with the terms of this Lease. Under all other circumstances where Tenant intends to sublease, such sublease shall require Landlord's written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. Landlord may require any subleasing entity on Tenant's system to enter into a separate agreement with Landlord. Landlord shall be entitled to a twenty-five percent (25%) share of the net profits from any fee paid under said sublease, license, or sublicense by such Carriers. The revenue share shall not apply to the extent such payments are made as capital contributions to offset any of Lessee's initial costs for the installation and design of the Communication Facility, whether made monthly or in one or more lump sums, as well as any and all compensation and/or reimbursement for maintenance fees, administrative costs, expenses, and monitoring activities undertaken by Tenant on behalf of said Carriers. Unless agreed to otherwise, Tenant may not sublease portions of the cabling and antenna infrastructure it installs to any other party. Except as specifically covered within this Lease, Tenant has no infrastructure use or resale rights within SJCC.

19. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's sole discretion and without Landlord's consent.

20. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns. In the event Landlord resigns or is otherwise replaced as the property manager of the SJCC during the term of this Lease, then Landlord shall assign this Lease to City or to Landlord's replacement, as the case may be, Tenant shall attorn to the City or Landlord's replacement, as appropriate, and this Lease shall continue in full force and effect on the terms and conditions stated herein.

21. Miscellaneous.

(a) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request; provided, however, such estoppel certificate shall not impose any additional term, covenant, or condition under this Lease.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no

representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(c) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit J) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may reasonably require in connection therewith.

(d) This Lease shall be construed in accordance with the laws of the State of California. The parties hereto consent to the jurisdiction of all federal and state courts in the State of California, and agree that venue shall lie exclusively in Santa Clara County, California.

(e) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(f) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(g) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(h) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The terms of all Exhibits are incorporated herein for all purposes.

(i) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker.

(j) In the event that Landlord fully executes and acknowledges this Lease and the attached Memorandum of Lease not later than \_\_\_\_\_, 2013, Tenant shall pay to Landlord, in addition to all other sums due under this Lease, the amount of \$2,700.00 within sixty (60) days after full execution of this Lease. In the event that Landlord fully executes and acknowledges this Lease and the attached Memorandum of Lease not later than \_\_\_\_\_, 2013, Tenant shall pay to Landlord the one-time sum of \$43,200.00 for Tenant's use of the Premises between the expiration date of the Expired Lease and the execution date of this Lease. Notwithstanding anything in this Lease, the Expired Lease or any other document executed for or in connection

with Tenant's use of the Premises and the SJCC, the payment described in this Section 21(j) shall represent payment in full of all obligations and liabilities of Tenant to Landlord accruing or arising prior to the Effective Date of this Lease.

This Site Lease is entered into as of the Effective Date first stated above.

LANDLORD:

Team San Jose,  
a California corporation

By: \_\_\_\_\_  
Bill Sherry, President

TENANT:

New Cingular Wireless PCS, LLC  
a Delaware limited liability company

By: AT&T Mobility Corporation,  
a Delaware corporation, its Manager

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

#### CONSENT

The City of San Jose, a municipal corporation, as owner of the SJCC, hereby consents to the above Site Lease between Team San Jose and New Cingular Wireless PCS, LLC, and, in the event that the Management Agreement with Landlord is terminated for any reason, City agrees to accept the assignment of the Lease.

CITY OF SAN JOSÉ,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A**

### **Project Description**

AT&T is one of the carriers with a PCS/Cellular system installed at SJCC. With this project and in conjunction with SJCC, Tenant intends to upgrade and expand the current communication system to offer LTE technology and cover more of the SJCC.

The project involves moving the existing equipment room from Mechanical Room UL223 to Mechanical Room UL228. The equipment includes, but is not limited to, Ericsson Radio Cabinets (Base Transceiver Stations), a power source, and other ancillary equipment. In addition to moving the equipment room, Tenant will add cabling and additional antennas throughout SJCC as shown on the design plans that will be submitted to SJCC for review and approval. Backhaul will be provided via Ethernet Circuits with a 1Gb capacity per circuit that will be added under the supervision of Streamline Communications with Team San Jose for SJCC. The current circuit identification numbers in Mechanical Room UL223 are: 86KRGN569546PT, 86VLXP104475PT, 86VLXP104480PT. New circuit identification numbers will be assigned and conveyed to SJCC upon receipt when installed in the new equipment location in Mechanical Room UL228.

## **EXHIBIT B**

### **Description of the Premises**

The location of the Premises within the SJCC (together with access and utilities) is more particularly described and depicted as follows:

San Jose McEnery Convention Center (SJCC)  
Room: UL223 (Secondary MPOE)  
150 West San Carlos St.  
San Jose, CA 95110

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the "Premises".

Therefore, it is expressly agreed and understood by and between Landlord and Tenant that the precise location of the Premises as shown on Exhibit B may, with the prior approval of Landlord, and subject to available space, be modified by the Tenant in order to comply with and obtain necessary planning and/or zoning approvals, and any and all other approvals necessary for Tenant's intended use of the property. The Premises as described herein may, subject to the terms herein provided, be modified by the Tenant to reflect the final engineering design. An amended Exhibit B (if necessary) will be provided by the Tenant and attached to the lease in place of the existing Exhibit B, a copy of which will be provided to the Landlord for review prior to being incorporated into the Lease.



**EXHIBIT C**

**Map of SJCC Depicting Location of UL223 and UL228**

[To Be Attached]

## **EXHIBIT D**

### **Equipment, Services and PCS/Cellular/LTE Licensed Spectrum Declaration**

*Tenant summary paragraph describing all systems, services and FCC licenses that apply to Tenant's deployment at SJCC:*

To deploy a brand new AT&T wireless network to provide improved coverage and capacity of AT&T wireless system over the existing system in the San Jose Convention Center (subject to change). The new system will ultimately use the latest technology for LTE (4G) and UMTS (3G) and provide 7-sector coverage within the entire San Jose Convention Center. The existing antiquated system will be simultaneously decommissioned and removed once testing, certificate and optimization has been confirmed and approved with regards to AT&T RF analytical tools and measures applied to the newly installed DAS system. This is a fiber based system delivered over Ethernet backhaul. The current circuit identification numbers in Mechanical Room UL223 are: 86KRG569546PT, 86VLXP104475PT, 86VLXP104480PT. New circuit identification numbers will be assigned and conveyed to SJCC upon receipt when installed in the new equipment location in Mechanical Room UL228.

System Description	Manuf & Model (Nortel, Ericsson)	PCS/Cellular/LTE Service (GSM, UMTS, GPRS)	FCC License(s) (XYZ PROPERTY MANAGEMENT CO. Numbers)	Freq. Band(s) (show in MHz)
UMTS 850	Ericsson 6601	UMTS	New Cingular Wireless PCS, LLC Call Sign: KNKA270 FRN: 0003291192	850 MHz
UMTS 1900	Ericsson 6601	UMTS	New Cingular Wireless PCS, LLC Call Sign: WPVC980, WPSL625, KNLG542, KNLF209 FRN: 0003291192	1900 MHz
LTE 700	Ericsson 6001	LTE	AT&T Mobility Spectrum, LLC Call Sign: WQJU446 FRN: 0014980726	700 MHz

## **EXHIBIT E**

### **Recurring & Non-recurring Fee Schedule**

(a) Non-Recurring Fees:

(i) New Circuits: Tenant will pay Landlord a non-recurring installation set-up and service fee of \$1,495.00 for each Ethernet circuit terminated at SJCC's Primary or Secondary MPOE and extended to Tenant's equipment as an installation set-up and service fee. The installation set-up and service fee is payable to Landlord no later than 30 days in advance of targeted installation dates.

(ii) Circuit Cancellations: There is no fee for canceling an Ethernet circuit as long as Tenant issues a formal disconnect order to AT&T for the local loop circuit within 30 days of cancellation date and provides StreamLine with a copy of the disconnect order/correspondence sent by Tenant to AT&T. Tenant is required to provide a Letter of Agency (LoA) on Tenant's letterhead authorizing StreamLine to issue a disconnect order to AT&T as the Tenant's agent, should Tenant fail to do so within 30 days of the effective date of the circuit cancellation. Tenant will be charged an administrative fee of \$1,495.00 for any cancellations that must be executed by StreamLine via the LoA process.

(b) Recurring Fees:

(i) Telecommunications Circuits: Tenant will pay Landlord a recurring monthly Utility Use and Service Fee in the amount of \$1,200.00 per month ("Utility Use and Service Fee") for each Ethernet circuit which is terminated at SJCC's primary or secondary MPOE and extended to Tenant's Equipment located within SJCC and used by Tenant to facilitate or enable telecommunication services within SJCC, but no less than \$3,600.00 per month total "Utility Use and Service Fee.". Tenant must have at least one Ethernet circuit at all times, but is not limited on the number of lines it may install as long as local loop telco facilities are available, and as long as Tenant is current on all financial obligations to Landlord or StreamLine. Tenant may add or reduce its total number of Ethernet circuit with 30 days written notice to StreamLine, but is responsible for all non- recurring fees as noted in section (a) above.

(ii) Electrical Service: The energy costs related to powering Tenant's equipment is separate from and in addition to the fees payable under Section (b)(i) above.

## **EXHIBIT F**

### **Principal & Alternate Site Management Contacts**

Principle AT&T Mobility Site Manager: Roubik Boudaghian  
Title: Operations Manager  
Street Address: 4430 Rosewood Dr. City: Pleasanton  
State: CA Zip: 94588  
Business Phone: 510-332-9955  
PCS/Cell Phone: 510-332-9955

Alternate: AT&T Mobility Site Manager: Shawn Reyburn  
Title: Area Manager  
Construction & Engineering  
Street Address: 5130 Hacienda Dr. City: Dublin  
State: CA Zip: 94568  
Business Phone: 925-286-4494  
PCS/Cell Phone: 925-286-4494  
FAX:  
AT&T Mobility. 24/7 Emergency Phone Number: 800-638-2822

Principle SJCC Site Manager:  
Mike Sodergren  
Title: President (StreamLine Communications Corp.)  
Street Address: 1250 Oakmead Parkway, Suite 210  
City: Sunnyvale  
State: CA  
Zip: 94085  
Business Phone: (408) 437-7730 (Corp. Office)  
Business Phone: (408) 271-6282 (SJCC Office)  
PCS/Cell Phone: (408) 930-2561  
FAX: (408) 271-6281  
Email: msodergren@streamlinecom.com

Alternate SJCC Site Manager:  
  
Title: (Team San Jose)  
Street Address: 408 So. Almaden Blvd.  
City: San Jose  
State: CA  
Zip: 95110  
Business Phone:  
PCS/Cell Phone:  
FAX: (408) 277-3535  
SJCC 24/7 Emergency Phone Number: (408) 277-3500

## **EXHIBIT G**

### **Telecommunications Services Order Form**

**PRIVATE LEASED LINE COMMUNICATIONS SERVICES ORDER FORM:**  
For PCS/Cellular/LTE Service Providers @ the San Jose McEnery Convention Center  
(DSL, T-1, PRI, DS-3, OC-3 + Metro Ethernet Fiber Services)

This form is for the use of PCS/Cellular/LTE Service Providers requiring new deployments or ongoing use of private leased line circuit(s) for PCS/Cellular/LTE systems collocated in room UL223 or other locations at the San Jose Convention Center (SJCC) for the purpose of providing PCS/Cellular/LTE service(s) within SJCC. Important terms & conditions relative to the provision of systems and infrastructure and the delivery of PCS/Cellular/LTE wireless services within SJCC apply. A declaration of equipment, spectrum and services intended to be deployed, utilized & offered via systems utilizing private leased lines at SJCC is required. This form must be completed in order to be considered for acceptance.

Unless agreed to otherwise, a fixed fee structure applies for the monthly recurring use of telecom resources and facilities within SJCC including, but not limited to circuit termination equipment, inside wiring, and reasonable access to those resources for periodic maintenance and repairs. In this manner, recurring fees scale with the number of circuits and/or amount of bandwidth required by the PCS/Cellular/LTE Service Provider to provide PCS/Cellular/LTE services to its clients. This form must be updated to reflect any changes that materially affect the services delivered by the PCS/Cellular/LTE Service Provider, potentially resulting in a change in fees. This form does not include fees for any other variable utilities or one time infrastructure work that may be required (e.g. electricity use fees).

In addition to completing this form, the PCS/Cellular/LTE Service Provider must enter into a communications site agreement relative to the PCS/Cellular/LTE Service Provider's systems housed within Room UL223 or any other mutually agreed location(s), and must provide a Letter of Agency (LoA) on company letterhead authorizing StreamLine/SJCCF personnel certain rights relative to the installation & removal of PCS/Cellular/LTE Service Provider's Private Leased Line Communications Services (instructions & template attached).

#### **WAN Private Leased Line Information:**

##### **Circuit ID (CID)s Information:**

Telco (SBC) Circuit ID(s): 86KRGN569546PT, 86VLXP104475PT, 86VLXP104480PT

Telco/NSP Order # and/or Circuit ID: \_\_\_\_\_

Committed/Actual Installation Date(s): Retroactive to Actual Installation/In-Service Date

Telco Purchase Order No. (PON)s: \_\_\_\_\_

##### **Official "Customer of Record" w/ Telco:**

Name: New Cingular Wireless PCS, LLC

Address: 1255 Cingular Way, Suite 1300, Alpharetta, GA 30004

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Cell/Pager: \_\_\_\_\_

Email: \_\_\_\_\_

Physical & logical WAN access to Telco services at SJCC are enabled via AT&T/SBC's on-site DS-3 & OC-12 multiplexing systems, metro fiber optic network (OPTI-MAN, GIGI-MAN™) and/or

direct local loop copper terminations, along with SJCCnet systems, services and cabling resources as managed by StreamLine Communications Corporation. In order to obtain WAN access for Micro/Macro Cell Site deployments at SJCC, PCS/Cellular/LTE Service

Provider must order communications circuits from AT&T/SBC to SJCC's Telco Demarc' (MPOE/Telco Room 1.1, located at 150 W. San Carlos, San Jose, CA 95110 w/ NPA NXX 408-277-XXXX, or to the Secondary MPOE 3.1 (located in Room UL223). All circuits terminated at Room 1.1 must have a AT&T/SBC labeled RJ-48c female wiring jack on the demarc' wall.

Unless agreed otherwise, Client ordered AT&T/SBC service for DS-1/T-1, DS-3, OC-3 circuits should be ordered to/terminated at SJCC's Main Point of Entry (MPOE)/Demarc' (SJCC Telco Room 1.1 150 W. San Carlos, San Jose, CA 95110) on AT&T's SONET OC-12 MUX with extended demarc's to Secondary MDF 3.1.. For direct fiber (e.g. AT&T OPT-E-MAN® or AboveNet Gigabit Metro Ethernet), these services should also be ordered terminated at SJCC Telco Room 1.1 with extended demarc's to Secondary MDF 3.1). For facility locations without AT&T or AboveNet fiber (e.g. SJCC South Hall, San Jose Civic Auditorium, Parkside Hall, CPA), service may still be ordered to SJCC MPoE 1.1 and Private Network services carried by SJCCnet fiber backbone to these facilities.

**FEES & PAYMENT:** Payments shall be made per the PCS/Cellular/LTE service providers Site Lease Agreement with Team San Jose (3 x \$1,495.00/Ethernet Circuit with CID's: 86KRGN569546PT, 86VLXP104475PT, 86VLXP104480PT = \$4,485.00).

**POLICIES:** Ordering party is responsible for understanding and abiding by all SJCC facilities use policies, and terms & conditions pertaining, including but not limited to: facility resource utilization; service redistribution & resale restrictions; right-of-way; safety; appearance & aesthetics; offensive and/or illegal materials/activities; account standing, etc. Ordering party must agree to official installation, testing and removal dates for all requested services and supply a signed Letter of Agency (LoA) on the client's letterhead authorizing StreamLine to handle issues relative to the installation and removal of requested MAN/WAN services.

**CONTACT INFORMATION:** For any questions regarding the deployment or ordering of temporary MAN/WAN network services; please contact Mike Sodergren at StreamLine Communications Corporation via phone at (408) 437-7730, or via e-mail at msodergren@streamlinecom.com. Telco service providers should contact StreamLine for the installation of any temporary services within these facilities.

## **EXHIBIT H**

### **Telecommunications Service Letter of Agency (LoA) for PCS-Cellular WAN Services**

Date: \_\_\_\_\_

Attention: \_\_\_\_\_ (AT&T rep./org. via which services are ordered)1

Address: \_\_\_\_\_

Re: AT&T Circuits 86KRGN569546PT, 86VLXP104475PT, 86VLXP104480PT

I(we) hereby authorize StreamLine Communications Corporation and/or The City of San Jose, and Team San Jose personnel to act as a representative (agent) to:

- 1) Obtain Account/Customer of Record(Customer) information including:
  - a) Customer Billing Name, Address & Related Contact Information
  - b) Customer Requested Type, Class and Cost of Services Ordered
  - c) Customer Requested Installation &/or Disconnect Dates
  
- 2) Issue Service Orders for Temporary WAN Network Services:
  - a) To the following facility/facilities:
    - i) the San Jose Convention Center (SJCC) 150 W. San Carlos Ave (“Telco ordering address”) MPoE: Telco Closet 1.1 & Secondary MPoE 3.1  
San Jose, CA 95110-2715
    - ii) NPA/NPX: (408) 277-XXXX (optional)
  
  - b) For the following purposes relative to AT&T land line circuit ID(s):  
86KRGN569546PT, 86VLXP104475PT, 86VLXP104480PT
    - i) Installation
    - ii) Service Modification
    - iii) Service Termination/Removal

This authorization shall remain in effect from:

- 1) 1/1/12, until
- 2) Termination of Site Agreement plus 120 days.

TENANT (PCS/Cellular/LTE Service Provider) Contact Information:

- 1) Company Name: AT&T Mobility/New Cingular Wireless PCS, LLC
- 2) Company Address:
- 3) City, State, Zip Code: \_\_\_\_\_
- 4) Separately Billed Phone/Account Numbers: \_\_\_\_\_
- 5) Authorized Signature/Title/Date: \_\_\_\_\_

## EXHIBIT I

### INSURANCE REQUIREMENTS

Tenant, at Tenant's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the use and occupancy of the Premises by Tenant, its agents, representatives, employees or subcontractors.

#### Minimum Scope of Insurance

Coverage shall be at least as broad as:

The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including Fire Legal Liability.

The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobile.

Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

Crime Coverage.

Property insurance against all risks of loss to any betterments, Tenant's furniture, fixtures, and equipment, including fixtures, improvements and betterments installed by Tenant on the Premises. There shall be no endorsement reducing the scope of coverage required above unless approved by the Landlord.

Builders' Risk during build-outs, remodels or tenant improvements and betterments.

#### Minimum Limits of Insurance

Tenant shall maintain limits no less than:

**Commercial General Liability:** \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; \$5,000,000 Liquor Liability, \$1,000,000 Fire Legal Liability.

**Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.

**Workers' Compensation and Employers' Liability:** Workers' Compensation limits as required by the California Labor and Employers' Liability limits of \$1,000,000 per accident.

**Crime Coverage:** A combination Crime policy with minimum limits not less than \$500,000 for

Form A: Employee Dishonesty

Form B: Forgery or Alteration

Form C: Theft, Disappearance, Destruction Inside/Outside Premises

Form D: Robbery and Safe Burglary Inside/Outside Premises



**Property Insurance:** Full replacement cost with no coinsurance penalty provision.

6. **Builder's Risk:** During the period of the Tenant's build out, remodeling or any Tenant Improvements and Betterments, Tenant shall carry Builders' Risk insurance under which the building containing the leased premises and work in process are insured against loss or damage are insured against loss or damage resulting from the acts or omissions of Tenant, its agents and contractors in the course of such building or remodeling. Completed value of the project. No deductible shall exceed \$25,000.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by Landlord. At the option of Landlord, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Landlord, the City of San Jose ("City"), its officials, employees, agents and contractors, or (b) the Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by Landlord.

### **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **Commercial General Liability and Automobile Liability Coverages**

Landlord, the City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: (a) liability arising out of activities performed by, or on behalf of, the Tenant; (b) products and completed operations of the Tenant; (c) premises owned, leased or used by the Tenant; and (d) automobiles owned, leased, hired or borrowed by the Tenant. The coverage shall contain no special limitations on the scope of protection afforded to the Landlord, the City, its officials, employees, agents and contractors.

The Tenant's insurance coverage shall be primary insurance as respects the Landlord, the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the Landlord, the City, its officials, employees, agents or contractors shall be excess of the Tenant's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies by Tenant shall not affect coverage provided to the Landlord, the City, its officials, employees, agents, or contractors.

Coverage shall state that the Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors

#### **2. Workers' Compensation and Employers' Liability**

Coverage shall contain waiver of subrogation in favor of the Landlord and the City of San Jose, its officers, employees, agents and contractors.

#### **3. Builders' Risk policies shall contain the following provisions:**

The Landlord and the City shall be named as loss payee. The insurer shall waive all rights of

subrogation against the Landlord and the City.

4. **All Coverages**

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the Landlord, except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

**Acceptability of Insurance**

Insurance is to be placed with insurers acceptable to the Landlord.

**Verification of Coverage**

Tenant/Manager shall furnish the Landlord with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Landlord:

Team San Jose  
Risk Management  
408 Almaden Boulevard  
San Jose, CA 95110

**Subcontractors**

Tenant shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor

**Review of Coverage**

These insurance requirements shall be subject to periodic review by Landlord. Should the Landlord require any change in any coverage such change shall be communicated in writing to Tenant and Tenant shall comply with the said change within thirty (30) days of the date of receipt of the notice.

## **EXHIBIT J**

### **MEMORANDUM OF LEASE**

Recorded, Requested By, and

When Recorded Return To:  
New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
RE: Venue Name: San Jose Convention Center  
Fixed Asset No: 10095710  
12555 Cingular Way, Suite 1300  
Alpharetta, Georgia 30004

This Memorandum of Lease ("Memorandum") dated as of \_\_\_\_\_ [date] is entered into between Team San Jose ("Landlord") and New Cingular Wireless PCS, LLC ("Tenant").

#### **Recitals**

A. On or about \_\_\_\_\_ [date] Landlord and Tenant entered into Site Lease ("Lease"), pursuant to which Landlord leased to Tenant and Tenant leased from Landlord access to and use of a portion of certain real property as more particularly described in Exhibit A attached hereto and incorporated by reference ("Premises").

B. Landlord and Tenant desire to execute this Memorandum to provide constructive notice of Tenant's rights under the Lease to all third parties.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

#### **Section 1**

##### **Term.**

Landlord leases the Premises to Tenant for a term of sixty months (60 months) commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

#### **Section 2**

##### **Lease Terms.**

This lease of the Premises to Tenant is pursuant to the Lease, which is incorporated in this Memorandum by reference.

#### **Section 3**

##### **Assignment.**

Tenant's rights and obligations under the Lease shall be assignable under limited

circumstances upon written notice to Landlord.

#### **Section 4**

##### **Successors and Assigns.**

This Memorandum and the Lease shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Lease on assignment.

#### **Section 5**

##### **Governing Law.**

This Memorandum and the Lease are governed by California law.  
Executed as of the date first above written.

Landlord:

Tenant:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of California                    )  
                                                  )  
County of \_\_\_\_\_                  )

On \_\_\_\_\_, before me, (here insert name and title of the officer), personally appeared

\_\_\_\_\_,  
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California                    )  
                                                  )  
County of \_\_\_\_\_                  )

On \_\_\_\_\_, before me, (here insert name and title of the officer), personally appeared

\_\_\_\_\_,  
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)